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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0006; Expires May 31, 2020

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

•	<u> </u>	<u></u>	
1. Name and Address of Registrant		2. Registration No.	
Husch Blackwell Strategies, LLC 300 M Street SE, Suite 402, Washington, DC, 20003		651	
3. Name of Foreign Principal Embassy of the State of Qatar	4. Principal Address of Foreig 2555 M St NW, Washington		
5. Indicate whether your foreign principal is one of the I	following:		
☑ Government of a foreign country ¹		•	
☐ Foreign political party			
☐ Foreign or domestic organization: If either, cl	heck one of the following:		
Partnership	☐ Committee		
☐ Corporation	☐ Voluntary group		
Association	Other (specify)		
☐ Individual-State nationality			
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registra		, 	
Embassy of the State of Qatar			
b) Name and title of official with whom registr	rant deals		
Ambassador H.E. Sheikh Meshal bin Hamad	d Al Thani		
If the foreign principal is a foreign political party, stat a) Principal address	e:		
•			
. b) Name and title of official with whom regist	rant deals		
c) Principal aim			

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief.	the foreign principal is not a foreign government or a foreign political party:	•
Supervised by a foreign government, foreign political party, or other foreign principal Owned by a foreign government, foreign political party, or other foreign principal Pes No Directed by a foreign government, foreign political party, or other foreign principal Controlled by a foreign government, foreign political party, or other foreign principal Financed by a foreign government, foreign political party, or other foreign principal Subsidized by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. EXECUTION EXECUTION EXECUTION EXECUTION Signature Of Exhibit A Name and Title Name and Title No Period by a foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign principal Yes No Petal N	a) State the nature of the business or activity of this foreign principal.	
Supervised by a foreign government, foreign political party, or other foreign principal Owned by a foreign government, foreign political party, or other foreign principal Pes No Directed by a foreign government, foreign political party, or other foreign principal Controlled by a foreign government, foreign political party, or other foreign principal Financed by a foreign government, foreign political party, or other foreign principal Subsidized by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. EXECUTION EXECUTION EXECUTION EXECUTION Signature Of Exhibit A Name and Title Name and Title No Period by a foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign principal Yes No Petal N		
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Supervised by a foreign government, foreign political party, or other foreign principal Owned by a foreign government, foreign political party, or other foreign principal Pes No Directed by a foreign government, foreign political party, or other foreign principal Controlled by a foreign government, foreign political party, or other foreign principal Financed by a foreign government, foreign political party, or other foreign principal Subsidized by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by a foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign political party, or other foreign principal Yes No Plantic by A foreign government, foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. EXECUTION EXECUTION EXECUTION EXECUTION Signature Of Exhibit A Name and Title Name and Title No Period by a foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal is an organization and is not owned or controlled by a foreign principal Yes No Petal N	b) Is this foreign principal:	
Directed by a foreign government, foreign political party, or other foreign principal Controlled by a foreign government, foreign political party, or other foreign principal Financed by a foreign government, foreign political party, or other foreign principal Yes No Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No The foreign principal items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.) The foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other principal, state who owns and controls it. EXECUTION EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Schibit A to the registration statement and that he/she is familiar with the contents thereof and that such ntents are in their entirety true and accurate to the best of his/her knowledge and belief.		Yes 🗌 No 🛚
Controlled by a foreign government, foreign political party, or other foreign principal Financed by a foreign government, foreign political party, or other foreign principal Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No The foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other relign principal, state who owns and controls it. EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such ments are in their enthrety true and accurate to the best of his/her knowledge and belief.	Owned by a foreign government, foreign political party, or other foreign principal	Yes 🔲 No 🗋
Financed by a foreign government, foreign political party, or other foreign principal Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No Palain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.) The foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other resign principal, state who owns and controls it. EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their enthrety true and accurate to the best of his/her knowledge and belief.	Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🔲
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🔲 No 🔲
The foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other principal, state who owns and controls it. EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their embrety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🔲
The foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other oreign principal, state who owns and controls it. EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such nients are in their entirety true and accurate to the best of his/her knowledge and belief.	Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗆 No 🖸
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	tplain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page mus	t be used.)
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title		
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign	n political party or other
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	f the foreign principal is an organization and is not owned or controlled by a foreign government, foreign oreign principal, state who owns and controls it.	n political party or other
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or other
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or other
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or other
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or other
accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such intents are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or other
formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such ments are in their entirety true and accurate to the best of his/her knowledge and belief. Of Exhibit A Name and Title Significant	oreign principal, state who owns and controls it.	n political party or other
of Exhibit A Name and Title Signsting	ereign principal, state who owns and controls it.	
	EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that be/s	she has read the
	EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that be/s	she has read the
	EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/s formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the con	she has read the
111 back 1. HARTLEY CEO //////	EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/s formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the conntents are in their entirety true and accurate to the best of his/her knowledge and belief.	she has read the
	EXECUTION accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/s formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents are in their entirety true and accurate to the best of his/her knowledge and belief. of Exhibit A Name and Title	she has read the

U.S. Department of Justice Washington, DC 20530 OMB No. 1124-0004; Expires May 31, 2020

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq. for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. N	lame of Registrant	2. Registration No.	1617
H	usch Blackwell Strategies, LLC		(D) /
3. Ň	lame of Foreign Principal		
Eņ	nbassy of the State of Qatar		
	Check	Appropriate Box:	· ·
4. ⊠	The agreement between the registrant and the above-rechecked, attach a copy of the contract to this exhibit.	named foreign principal is a formal w	ritten contract. If this box is
5, 🗆	There is no formal written contract between the regist foreign principal has resulted from an exchange of co correspondence, including a copy of any initial propo	rrespondence. If this box is checked,	attach a copy of all pertinent
6. ┌	The agreement or understanding between the registrar contract nor an exchange of correspondence between the terms and conditions of the oral agreement or und	the parties. If this box is checked, gir	ve a complete description below of
7. D	escribe fully the nature and method of performance of the	he above indicated agreement or unde	rstanding.
b	le will provide government relations services for Qatar etween Qatar and the United States. Such services ma ee attached contract for additional details.	with regard to bilateral issues perta y include outreach to the US Congre	ining to the relationship ass or federal government. Please

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This effort will includes meetings, phone calls and emails on ways to improve and enhance this bilateral relationship. This will include outreach to Members of Congress and other US Federal Government officials.				
	•			
-		•		

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

We will work with members of Congress and US Federal Government officials as they formulate policies on the bilateral relationship with Qatar. We will engage in efforts to educate relevant policymakers on issues of importance to Qatar.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B

Name and 110

CEO

Signaturd

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, for that the person intends to, in any way influence any agency or official of the Covernment of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or fereign politics of the United States or with reference to the political or public interests, policies, or relations of a fovernment of a

February 1, 2018

Mr. Robert L. Smith II Senior Policy Advisor Venable LLP 600 Massachusetts Avenue, NW Washington, DC 20001

Re: Representation of Embassy of the State of Qatar

Dear Mr. Smith:

This letter serves to confirm Husch Blackwell Strategies' ("Company") engagement by Venable LLP ("Venable") on behalf of the Embassy of the State of Qatar ("Qatar") to provide government relations consulting services to Qatar, and to set forth the terms of that engagement. Venable shall act as a third-party payor under the terms of this Agreement, with Qatar as the client of the Company.

Company shall receive \$25,000 per month to perform services ("Monthly Payment"). Company will not be paid for any expenses or seek reimbursement for any expenses; the amount specified above is the full amount of Company's monthly compensation. Company's monthly term shall begin on the 1st of each month and continue to the end of the month ("Monthly Term"). Company is expected to receive its Monthly Payment on or before the 5th of each month (after Venable is paid by Qatar). If Company does not receive its Monthly Payment by the 10th of each month, it shall stop work until it receives the Monthly Payment. In the event that no payment is made, Company shall not be entitled to compensation for that Monthly Term and therefore must not undertake work after the 10th if it has not been paid.

Venable shall have no liability or responsibility to make any payments to Company, including payments for any services or work performed by the Company, except as stated in this letter. Company acknowledges and agrees that Venable shall only be required to make payments to the Company if and only if Venable first receives the amount due the Company from Qatar. In other words, Venable will act only as a pass through for purposes of making payments to the Company from funds received by Venable from and expressly designated by Qatar for the Company. Payment of any compensation from Venable to the Company is expressly contingent upon Venable having received funds from Qatar for that purpose. In the event that Venable does not receive such funds, no payment will be made to Company. In no event shall Venable have any

Hupp 91.118 Venable LLP February 1, 2018 Page 2

financial responsibility or obligation to Company beyond paying to Company funds it has received from Qatar for such payment.

Company's services are to be provided for the benefit of Qatar and will consist of government relations strategy and consulting as directed by Qatar. The initial directions from Qatar to Company will be given in writing to Company, with a copy to Venable, in advance of any work—before the beginning of the Monthly Term in which the services are to be performed—and any substantial or material changes in the scope of the services during that Monthly Term will also be reduced to writing and circulated among the parties.

This Agreement shall commence on the date signed and continue until terminated. Upon written notice, the Agreement may be terminated by either party at any time, without cause and without any liability, upon notice being provided. If terminated by Company, Company shall be obligated to provide services for the remainder of the Monthly Term. Company shall be entitled to retain the Monthly Fee for the Monthly Term during which termination occurs.

Company shall comply with all applicable laws and regulations governing this Agreement and the work it performs under this Agreement or any work order. Without limiting the foregoing, such laws shall include the Foreign Agents Registration Act; the applicable gift and ethics rules for the United States House of Representatives, the United States Senate, and officers and employees of the Executive Branch; and chapter 11 of title 18 of the United States Code. Venable shall have no responsibility for the Company's compliance. Company shall be responsible for filing all reports required under the Foreign Agents Registration Act, marking all informational materials with the required legend, and filling all informational materials with the Department of Justice. Company shall submit drafts of its reports related to its representation of Qatar to Venable for review at least 48 hours prior to submission to the Department of Justice and shall provide to Venable the text of the legend it will include on all informational materials for review. Review by Venable does not obligate Venable for Company's compliance; all compliance remains the sole responsibility of Company.

Except as directed by Qatar, Company understands that it is not authorized by this Agreement to act as a representative, spokesperson, or agent on behalf of Qatar in any meeting or communication with any person, or in any public or private statement, or in communications

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with the media. This agreement is not intended to establish an employer-employee relationship, or principal-agent relationship, and Company understands that it is not authorized to commit Qatar or Venable to any cost, contract, or other obligations.

Company agrees that if Qatar is dissatisfied with any services provided by Company, any dispute will be between Qatar on the one hand and Company on the other hand. If Qatar directs Venable not to make a payment to a Company, Venable will comply with that direction but Qatar shall be responsible for that decision. Company agrees that any claim it has regarding payment or performance of this Agreement is between Company and Qatar and not with Venable.

Company shall indemnify, defend, and hold harmless Venable and Qatar for any claims against or losses or damages, including attorneys' fees, suffered by Venable based on or arising out of the Company's performance of any work under this letter agreement or any work order issued hereunder.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the aware rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C.

Please confirm your agreement to the terms of Venable's engagement as set forth in this letter by signing below as indicated.

Executive Vice-Chair of the Board and

Chief Executive Officer

Date:

Robert L. Smith IISenior Policy Advisor